

## Material Transfer Agreement Template

This MATERIAL Transfer Agreement is made between: .....[PROVIDER]  
AND.....[RECIPIENT], under the Khon Kaen University EC/IRB approved study Title and  
“PROTOCOL” number: .....  
.....Sponsored by.....[SPONSOR] (both PROVIDER AND RECIPIENT  
are collectively referred to as the “parties”). This Agreement is to protect certain MATERIAL of the  
PROVIDER that intends to supply to the RECIPIENT in response to the RECIPIENT’s request as described in  
the PROTOCOL.

The parties hereby agree to the following terms and conditions:

1. Under this Agreement, the biological MATERIAL (“MATERIAL”) to be provided to RECIPIENT are  
.....
2. The PROVIDER provides the MATERIAL to RECIPIENT free of charge, and is made available as a  
service to the scientific community. The RECIPIENT shall have no right in the MATERIAL other than as  
provided in this Agreement.
3. The MATERIAL shall be used exclusively for clinical evaluation and research purposes as described in the  
current ethically approved version of the “PROTOCOL” by the RECIPIENT and will not be used for  
commercial purposes or military scientific or transferred to any third parties other than RECIPIENT  
organization and/or its designated laboratory unless prior written consent is obtained from the PROVIDER.
4. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may  
have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO  
WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR  
IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,  
OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT,  
TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
5. The Agreement is valid as of the date of last signature and it will terminate on the earliest of the following  
dates:
  - a) On completion of the RECIPIENT’S current research with the MATERIAL, or
  - b) On thirty (30) days written notice by either party to the other.
  - c) On the date specified above, provided that:

- a. If termination should occur under 5(a) or 5(b) above, the RECIPIENT will discontinue  
its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy  
the modification or remain bound by the terms of this Agreement as that apply to  
modifications; and
- b. In the event the PROVIDER terminates this Agreement under 5(b) other than for breach  
of this Agreement or for cause such as an imminent health risk or patent infringement, the  
PROVIDER will defer the effective date of termination for a period of up to one year,  
upon request from the RECIPIENT, to permit completion of research in progress.

Upon the effective date of termination, or if requested, the RECIPIENT will discontinue its use of  
the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining  
MATERIAL including all its copies, sample and replication and the RECIPIENT shall certify  
such destruction to the PROVIDER.

**Accepted by:**

**PROVIDER SCIENTIST**

Signature :..... Date.....  
Printed name :  
Unit/Dept :

**PROVIDER INSTITUTION APPROVAL**

Signature :..... Date.....  
Printed name : Assoc. Prof. Kwanchanok Yimtae, MD  
Title/Institute : Director: Academic Clinical Research Office, ACRO  
Faculty of Medicine, Srinagarind Hospital  
Khon Kaen University, Khon Kaen 40002 Thailand

**RECIPIENT SCIENTIST**

Signature :..... Date.....  
Printed name :  
Unit/Dept:

**RECIPIENT INSTITUTION APPROVAL**

Signature :..... Date.....  
Printed name :  
Title/Institute :